

Internet Service Agreement Page 4

VI. PROPERTY

- A.** All tapes, disk packs, computer programs, written procedures and similar items utilized or developed in connection with this Agreement, residing with Providers, are not to be considered the property of Customer.

VII. CONFIDENTIALITY OF INFORMATION

- A.** Provider shall exercise ordinary care in preserving and protecting the confidentiality of information and materials furnished by Customer.
- B.** Except as required by law, Provider agrees not to disclose any materials, information, or other data relating to Customer's operations, to other individuals, corporate entities, districts, or governmental agencies, without prior written consent from Customer.
- C.** Except as required by law, Customer agrees not to disclose any information or documentation obtained from Provider.

VIII. NOTICES

- A.** All notices permitted or required to be given to either of the parties to this Agreement shall be in writing and shall be deemed given or delivered when: (a) delivered by hand or (b) mailed, if sent by regular mail or other express delivery service (receipt requested), in each case to the appropriate addresses set forth below (or to such other addresses as the party may designate by notice to the other party hereto):

B.**1. If to Provider:**

Name: William Swartzmiller
Address: 1495 W. Longview Ave.
City/State/Zip: Mansfield, Ohio 44906
Phone: 419-747-8660
Facsimile: 419-747-8680
E-mail: bill@ncocc-k12.org

2. If to Customer:

Name: Crestline Exempted Village Schools
Address: 511 S Thoman St
City/State/Zip: Crestline, OH 44827
Phone: 419-683-1834
Facsimile: 419-683-2330

IX. GENERAL PROVISIONS

- A. Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, assigns, heirs, and personal representatives.
- B. Waiver, Discharge, etc.** This Agreement may not be released, discharged, changed or modified in any manner, except by an instrument in writing signed by both parties. The failure of either party to enforce at any time any of the provision(s) of this Agreement shall in not be construed to be a waiver of any provision(s), nor in any way to affect the validity of this Agreement or any part hereof or the right of either party hereto to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. Furthermore, the term of any purchase order, invoice or like document issued in conjunction with the Service to be provided herein shall not serve to add to or modify the terms of this Agreement.

- C. Captions.** The captions in this Agreement are inserted only as a matter of convenience and as a reference, and in no way define, limit or describe the scope or intent of this Agreement or any of the provisions hereof.
- D. Rights of Persons Not Parties.** Nothing contained in this Agreement shall be deemed to create rights in persons not parties hereto.
- E. Severability.** If any provision of this Agreement or the application thereof to any persons or circumstances shall, for any reason or to any extent, be held invalid or unenforceable, the remainder of this Agreement and the application of such provision to such other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.
- F. Entire Agreement.** This Agreement, together with the documents referred to herein, shall constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writing with respect to such subject matter.
- G. Counterparts.** This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties hereto.
- H. Construction.** This Agreement and its validity, interpretation and effect shall be construed in accordance with and governed by the laws of the State of Ohio. If any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring any party by virtue of authorship of any specific provisions of the Agreement. When used in this Agreement, the word "including" shall mean including without limitation. Unless the context requires otherwise, any reference to the masculine, feminine and neuter genders include one another.
- I. Compliance with Law.** Each party agrees to comply with all governmental laws and regulations applicable to the Services contemplated by this Agreement. Customer agrees to provide such written evidence of the approval of this Agreement as may be required by law.
- J. Fully Understand and Freely Enter.** The undersigned hereby acknowledge that they have read and understand the foregoing. The parties to this Agreement also acknowledge that the execution of this Agreement is a free and voluntary act.

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done in belief that the Agreement is fair and reasonable. Finally, the parties acknowledge that they have had the right and opportunity to consult with and obtain the advice of independent legal counsel of the parties' own choosing in the negotiation and execution of this Agreement.

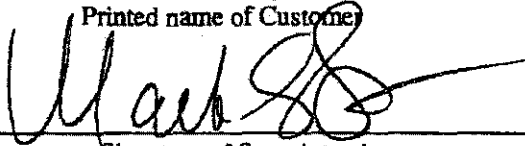
By signing below, Signatory of Customer ("Signatory") certifies authorization to sign on behalf of Customer and certifies having read, understood and agreed to the terms of this Agreement, including the provisions of the attached exhibits which are hereby incorporated herein by reference. Signatory certifies that all information provided by Customer in connection with this Agreement is true and accurate.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date first set forth above.

CUSTOMER:

Crestline Exempted Village Schools

Printed name of Customer



Signature of Superintendent

2/14/06
Date

Signature of Treasurer

2-14-06
Date

PROVIDER:

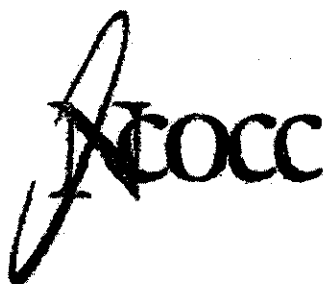
North Central Ohio Computer Cooperative

Printed name of Provider



Signature of Officer or Manager for the Provider

2/14/06
Date



Heartland-COG/North Central Ohio Computer Cooperative
1495 W. Longview Ave. Suite 100
Mansfield, OH 44906
Voice: (419) 747-8660
Fax: (419) 747-8680
Web: <http://www.ncocc-k12.org/>

EXHIBIT A

INTERNET ACCESS

This exhibit is hereby made part of the Internet Service Agreement (the "Agreement") entered between North Central Ohio Computer Cooperative ("Provider") and Crestline Exempted Village Schools ("Customer"), as these terms are defined in the Agreement. The following additional terms and conditions apply to the Agreement.

Charges will be incurred for only those Services for which a charge is shown below. Services will be rendered for the period of the Agreement, unless otherwise stated below.

1. Services

Internet access to four (4) instructional buildings listed below, at a minimum of 1.544 Mbs.

Crestline High School
Crestline North Elementary
Crestline Southeast Elementary

2. Annual Charges Not To Exceed

\$26,866.98

Exhibit A Continued


3. Provider's Obligations

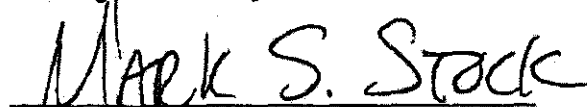
- a.) The North Central Ohio Computer Cooperative will provide sufficient technical training of Customer's personnel to permit Customer to perform all functions and procedures associated with the Internet Access connection.
- b.) The North Central Ohio Computer Cooperative will plan and coordinate all activities incidental to the implementation of the internet access connection.
- c.) The North Central Ohio Computer Cooperative will assume all responsibilities for the physical internet access system up to and including the router included in any internet access connection.

4. Customer's Obligations

- a.) Customer will supply Provider with appropriate and sufficient space and electrical power to facilitate the Internet access.
- b.) Customer agrees not to connect any of its local area networks to alternative network providers without Provider approval.
- c.) Customer agrees not to resell any network services provided by Provider.

CUSTOMER:




Signature of Superintendent

Print Name

Signature of Treasurer

Print Name

Provider:



Signature of Director

Printed Name

FCC Form

Approval by OMB
3060-0806**470**

Schools and Libraries Universal Service Description of Services Requested and Certification Form

Estimated Average Burden Hours Per Response: 4.0 hours

This form is designed to help you describe the eligible telecommunications-related services you seek so that this data can be posted on the Fund Administrator website and interested service providers can identify you as a potential customer and compete to serve you.

Please read instructions before beginning this application.

(To be completed by entity that will negotiate with providers.)

Block 1: Applicant Address and Identifications

Form 470 Application Number: 428360000579257

Applicant's Form Identifier: 0607470

Application Status: CERTIFIED

Posting Date: 01/17/2006

Allowable Contract Date: 02/14/2006

Certification Received Date: 01/17/2006

1. Name of Applicant:

CRESTLINE SCHOOL DISTRICT

2. Funding Year:

07/01/2006 - 06/30/2007

3. Your Entity Number

129736

4a. Applicant's Street Address, P.O.Box, or Route Number

511 SOUTH THOMAN STREET

City

CRESTLINE

State

OH

Zip Code

44827-0350

b. Telephone number

(419) 683- 3647

c. Fax number

(419) 683- 2330

5. Type Of Applicant☒ Individual School (individual public or non-public school)☒ School District (LEA;public or non-public[e.g., diocesan] local district representing multiple schools)☒ Library (including library system, library outlet/branch or library consortium as defined under LSTA)☒ Consortium (intermediate service agencies, states, state networks, special consortia of schools and/or libraries)**6a. Contact Person's Name:** Dave Woodard

First, if the Contact Person's Street Address is the same as in **Item 4** above, check this box. If not, please complete the entries for the Street Address below.

6b. Street Address, P.O.Box, or Route Number☒ 511 SOUTH THOMAN STREET

City

State

Zip Code

CRESTLINE

OH

44827-0350

Check the box next to your preferred mode of contact and provide your contact information. One box MUST be checked and an entry provided.

☒ 6c. Telephone Number (419) 683- 3647

☒ 6d. Fax Number (419) 683- 2330

☒ 6e. E-mail Address Woodard.dave@ncocc.k12.oh.us

Block 2: Summary Description of Needs or Services Requested

7 This Form 470 describes (check all that apply):

a. ☒ Tariffed or month-to-month services to be provided without a written contract. A new Form 470 must be filed for non-contracted tariffed or month-to-month services for each funding year.

b. ☒ Services for which a new written contract is sought for the funding year in Item 2.
Check if you are seeking ☒ a multi-year contract and/or ☒ a contract featuring voluntary extensions

c. ☒ A multi-year contract signed on or before 7/10/97 but for which no Form 470 has been filed in a previous funding year.

NOTE: Services that are covered by a signed, written contract executed pursuant to posting of a Form 470 in a previous funding year OR a contract signed on/before 7/10/97 and previously reported on a Form 470 as an existing contract do NOT require filing of a new Form 470.

What kinds of service are you seeking: Telecommunications Services, Internet Access, Internal Connections Other than Basic Maintenance, or Basic Maintenance of Internal Connections? Refer to the Eligible Services List at www.sl.universalservice.org for examples. Check the relevant category or categories (8, 9, 10 and/or 11 below), and answer the questions in each category you select.

8 ☒ Telecommunications Services

Do you have a Request for Proposal (RFP) that specifies the services you are seeking? If you check YES, your RFP must be available to all interested bidders for at least 28 days. If you check YES and your RFP is not available to all interested bidders, or if you check NO and you have or intend to have an RFP, you risk denial of your funding requests.

a. ☒ YES, I have released or intend to release an RFP for these services. It is available or will become available on the Web at at or via (check one):
☒ the Contact Person in Item 6 or ☒ the contact listed in Item 12.

b. ☒ NO, I have not released and do not intend to release an RFP for these services.

Whether you check YES or NO, you must list below the Telecommunications Services you seek. Specify each service or function (e.g., local voice service) and quantity and/or capacity (e.g., 20 existing lines plus 10 new ones). See the Eligible Services List at www.sl.universalservice.org for examples of eligible Telecommunications services. Remember that only eligible telecommunications providers can provide these services under the universal service support mechanism. Attach additional lines if needed.

c. ☒ Check this box if you prefer discounts on your bill. ☒ Check this box if you prefer reimbursement after paying your bill in full. ☒ Check this box if you do not have a preference.

Service or Function:	Quantity and/or Capacity:
local and long distance service	24 lines
cell phone service	9 units / 2 ineligible

9 ☒ Internet Access

Do you have a Request for Proposal (RFP) that specifies the services you are seeking? If you check YES, your RFP must be available to all interested bidders for at least 28 days. If you check YES and your RFP is not available to all interested bidders, or if you check NO and you have or intend to have an RFP, you risk denial of your funding requests.

a ☒ YES, I have released or intend to release an RFP for these services. It is available or will become available on the Web at or via (check one):
☒ the Contact Person in Item 6 or ☐ the contact listed in Item 12.

b ☐ NO, I have not released and do not intend to release an RFP for these services.

Whether you check YES or NO, you must list below the Internet Access Services you seek. Specify each service or function (e.g., monthly Internet service) and quantity and/or capacity (e.g., for 500 users). See the Eligible Services List at www.sl.universalservice.org for examples of eligible Telecommunications services. Remember that only eligible telecommunications providers can provide these services under the universal service support mechanism. Attach additional lines if needed.

c ☒ Check this box if you prefer discounts on your bill.

☒ Check this box if you prefer reimbursement after paying your bill in full.

☐ Check this box if you do not have a preference.

Service or Function:	Quantity and/or Capacity:
Internet access for 4 instruction	minimum 1.544 Mbs

10 ☒ Internal Connections Other than Basic Maintenance

Do you have a Request for Proposal (RFP) that specifies the services you are seeking? If you check YES, your RFP must be available to all interested bidders for at least 28 days. If you check YES and your RFP is not available to all interested bidders, or if you check NO and you have or intend to have an RFP, you risk denial of your funding requests.

a ☒ YES, I have released or intend to release an RFP for these services. It is available or will become available on the Web at or via (check one):
☒ the Contact Person in Item 6 or ☐ the contact listed in Item 12.

b ☐ NO, I have not released and do not intend to release an RFP for these services.

Whether you check YES or NO, you must list below the Internal Connections Services you seek. Specify each service or function (e.g., a router, hub and cabling) and quantity and/or capacity (e.g., connecting 1 classroom of 30 students). See the Eligible Services List at www.sl.universalservice.org for examples of eligible Telecommunications services. Remember that only eligible telecommunications providers can provide these services under the universal service support mechanism. Attach additional lines if needed.

c ☒ Check this box if you prefer discounts on your bill.

☒ Check this box if you prefer reimbursement after paying your bill in full.

☐ Check this box if you do not have a preference.

11 ☒ Basic Maintenance of Internal Connections

Do you have a Request for Proposal (RFP) that specifies the services you are seeking? If you check YES, your RFP must be available to all interested bidders for at least 28 days. If you check YES and your RFP is not available to all interested bidders, or if you check NO and you have or intend to have an RFP, you risk denial of your funding requests.

a ☒ YES, I have released or intend to release an RFP for these services. It is available or will become available on the Web at or via (check one):
☒ the Contact Person in Item 6 or ☐ the contact listed in Item 12.

b ☐ NO, I have not released and do not intend to release an RFP for these services.

Whether you check YES or NO, you must list below the Basic Maintenance Services you seek. Specify

each service or function (e.g., basic maintenance of routers) and quantity and/or capacity (e.g., for 10 routers). See the Eligible Services List at www.sl.universalservice.org for examples of eligible Telecommunications services. Remember that only eligible telecommunications providers can provide these services under the universal service support mechanism. Attach additional lines if needed.

☐ Check this box if you prefer discounts on your bill.

☐ Check this box if you prefer reimbursement after paying your bill in full.

☐ Check this box if you do not have a preference.

12 (Optional) Please name the person on your staff or project who can provide additional technical details or answer specific questions from service providers about the services you are seeking. This need not be the contact person listed in Item 6 nor the Authorized Person who signs this form.

Name:

Title:

Telephone number

() -

Fax number

() -

E-mail Address

13a. ☐ Check this box if there are any restrictions imposed by state or local laws or regulations on how or when service providers may contact you or on other bidding procedures. Please describe below any such restrictions or procedures, and/or a Web address where they are posted and provide a contact name and telephone number.

☐ Check this box if no state and local procurement/competitive bidding requirements apply to the procurement of services sought on this Form 470.

13b. If you have plans to purchase additional services in future years, or expect to seek new contracts for existing services, you may summarize below (including the likely timeframes). If you are requesting services for a funding year for which a Form 470 cannot yet be filed online, include that information here.

Block 3: Technology Resources

14. ☐ **Basic telephone service only:** If your application is for basic telephone service and voice mail only, check this box and skip to Item 16. Basic telephone service is defined as wireline or wireless single line voice service (local, cellular/PCS, and/or long distance) and mandatory fees associated with such service (e.g., federal and state taxes and universal service fees).

15. Although the following services and facilities are ineligible for support, they are usually necessary to make effective use of the eligible services requested in this application. Unless you indicated in Item 14 that your application is **ONLY** for basic telephone service, you must check at least one box in (a) through (e). You may provide details for purchases being sought.

a. Desktop software: Software required ☐ has been purchased; and/or ☐ is being sought.

b. Electrical systems: ☐ adequate electrical capacity is in place or has already been arranged; and/or ☐ upgrading for additional electrical capacity is being sought.

c. Computers: a sufficient quantity of computers ☐ has been purchased; and/or ☐ is being sought.

d. Computer hardware maintenance: adequate arrangements ☐ have been made; and/or ☐ are being sought.

e. Staff development: ☒ all staff have had an appropriate level of training /additional training has already been scheduled; and/or ☒ training is being sought.

f. Additional details: Use this space to provide additional details to help providers to identify the services you desire.

Block 4: Recipients of Service

16. Eligible Entities That Will Receive Services:

Check the ONE choice (Item 16a, 16b or 16c) that best describes this application and the eligible entities that will receive the services described in this application. You will then list in Item 17 the entity/entities that will pay the bills for these services.

a. ☒ Individual school or single-site library.

b. ☒ Statewide application for (enter 2-letter state code) representing (check all that apply):

- ☒ All public schools/districts in the state:
- ☒ All non-public schools in the state:
- ☒ All libraries in the state:

If your statewide application includes INELIGIBLE entities, check here. ☒ If checked, complete Item 18.

c. ☒ School district, library system, or consortium application to serve multiple eligible entities:

Number of eligible sites	4
<i>For these eligible sites, please provide the following</i>	
Area Codes (list each unique area code)	Prefixes associated with each area code (first 3 digits of phone number) separate with commas, leave no spaces
419	683

17. Billed Entities

17. Billed Entities: List the entity/entities that will be paying the bills directly to the provider for the services requested in this application. These are known as Billed Entities. At least one line of this item must be completed. If a Billed Entity cited on your Form 471 is not listed below, funding may be denied for the funding requests associated with this Form 470.

Entity	Entity Number
CRESTLINE SCHOOL DISTRICT	129736

18. Ineligible Participating Entities

List the names of any entity/entities here for whom services are requested that are not eligible for the Universal Service Program.

Ineligible Participating Entity**Area Code****Prefix****Block 5: Certification and Signature****19. ☒ I certify that the applicant includes:(Check one or both.)**

- a. ☒ schools under the statutory definitions of elementary and secondary schools found in the **No Child Left Behind Act of 2001, 20 U.S.C.Secs.7081(18) and (38)**, that do not operate as for-profit businesses, and do not have endowments exceeding \$50 million; and/or
- b. ☒ libraries or library consortia eligible for assistance from a State library administrative agency under the Library Services and Technology Act of 1996 that do not operate as for-profit businesses and whose budgets are completely separate from any school (including, but not limited to elementary and secondary schools, colleges and universities).

20. ☒ I certify that all of the individual schools, libraries, and library consortia receiving services under this application are covered by technology plans that are written, that cover all 12 months of the funding year, and that have been or will be approved by a state or other authorized body, an SLD-certified technology plan approver, prior to the commencement of service. The plans were written at the following level(s):

- a. ☒ individual technology plans for using the services requested in the application, and/or
- b. ☒ higher-level technology plans for using the services requested in the application, or
- c. ☒ no technology plan needed; application requests basic local, cellular, PCS, and/or long distance telephone service and/or voice mail only

21. ☒ I certify that I will post my Form 470 and (if applicable) make my RFP available for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted will be carefully considered and the bid selected will be for the most cost-effective service or equipment offering, with price being the primary factor, and will be the most cost-effective means of meeting educational needs and technology plan goals. I certify that I will retain required documents for a period of at least five years after the last day of service delivered. I certify that I will retain all documents necessary to demonstrate compliance with the status and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.

22. ☒ I certify that the services the applicant purchases at discounts provided by 47 U.S.C. Sec. 254 will be used solely for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. Sec. 54.500(k). Additionally, I certify that the entity or entities listed on this application have not received anything of value or a promise of anything of value, other than the services and equipment sought by means of this form, from the service provider, or any representative or agent thereof or any consultant in connection with this request for services.


23. ☒ I acknowledge that support under this support mechanism is conditional upon the school(s) and/or library(ies) I represent securing access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support.

24. ☒ I certify that I am authorized to order telecommunications and other supported services for the eligible entity (ies). I certify that I am authorized to submit this request on behalf of the eligible entity(ies) listed on this application, that I have examined this request, and to the best of my knowledge, information, and belief, all statements of fact contained herein are true.

25. ☒ I certify that I have reviewed all applicable state and local procurement/competitive bidding requirements and that I have complied with them. I acknowledge that persons willfully making false statements on this form can be punished by fine or forfeiture, under the Commissions Act, 47 U.S.C. Secs. 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. Sec. 1001.

26. ☒ I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to

suspension and debarment from the program.

27. Signature of authorized person: 

28. Date (mm/dd/yyyy): 01/17/2006

29. Printed name of authorized person: David Woodard

30. Title or position of authorized person: Technology Coordinator

31a. Address of authorized person: 511 S. Thoman St.
City: Crestline State: OH Zip: 44827

31b. Telephone number of authorized person: (419) 683 - 3647 ext. 5011

31c. Fax number of authorized person: (419) 6832330

31d. E-mail address number of authorized person: woodard.dave@ncocc.k12.oh.us

31e. Name of authorized person's employer: North Central Ohio Computer Consortium

Service provider involvement with preparation or certification of a Form 470 can taint the competitive bidding process and result in the denial of funding requests. For more information, refer to the SLD web site at www.sl.universalservice.org or call the Client Service Bureau at 1-888-203-8100.

NOTICE: Section 54.504 of the Federal Communications Commission's rules requires all schools and libraries ordering services that are eligible for and seeking universal service discounts to file this Description of Services Requested and Certification Form (FCC Form 470) with the Universal Service Administrator. 47 C.F.R. § 54.504. The collection of information stems from the Commission's authority under Section 254 of the Communications Act of 1934, as amended. 47 U.S.C. § 254. The data in the report will be used to ensure that schools and libraries comply with the competitive bidding requirement contained in 47 C.F.R. § 54.504. All schools and libraries planning to order services eligible for universal service discounts must file this form themselves or as part of a consortium.

An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

The FCC is authorized under the Communications Act of 1934, as amended, to collect the information we request in this form. We will use the information you provide to determine whether approving this application is in the public interest. If we believe there may be a violation or a potential violation of any applicable statute, regulation, rule or order, your application may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing the statute, rule, regulation or order. In certain cases, the information in your application may be disclosed to the Department of Justice or a court or adjudicative body when (a) the FCC; or (b) any employee of the FCC; or (c) the United States Government is a party of a proceeding before the body or has an interest in the proceeding. In addition, information provided in or submitted with this form or in response to subsequent inquiries may also be subject to disclosure consistent with the Communications Act of 1934, FCC regulations, the Freedom of Information Act, 5 U.S.C. § 552, or other applicable law.

If you owe a past due debt to the federal government, the information you provide may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies and/or your employer to offset your salary, IRS tax refund or other payments to collect that debt. The FCC may also provide the information to these agencies through the matching of computer records when authorized.

If you do not provide the information we request on the form, the FCC may delay processing of your application or may return your application without action.

The foregoing Notice is required by the Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 44 U.S.C. § 3501, et seq.

Public reporting burden for this collection of information is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing, and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the reporting burden to the Federal Communications Commission, Performance Evaluation and Records Management, Washington, DC 20554.

Please submit this form to:

SLD-Form 470

**P.O. Box 7026
Lawrence, Kansas 66044-7026
1-888-203-8100**

For express delivery services or U.S. Postal Service, Return Receipt Requested, mail this form to:

**SLD Forms
ATTN: SLD Form 470
3833 Greenway Drive
Lawrence, Kansas 66046
1-888-203-8100**

FCC Form 470
November 2004

[New Search](#)

[Return To Search Results](#)

FCC Form 471

Do not write in this area.

Appr

Schools and Libraries Universal Service
Description of Services Ordered and Certification Form 471

Estimated Average Burden Hours per Response: 4 hours

This form asks schools and libraries to list the eligible telecommunications-related services they have ordered and estimate the annual charges for the Fund Administrator can set aside sufficient support to reimburse providers for services.

Please read instructions before beginning this application. (You can also file online at www.sl.universalservice.org)
The instructions include information on the deadlines for filing this application.

Applicant's Form Identifier
 (Create your own code to identify THIS form 471) 0607471

Form 471 Application# 528447
 (To be assigned by administrator)

Block 1: Billed Entity Information (The "Billed Entity" is the entity paying the bills for the service listed on this form.)

1 a	Name of Billed Entity	CRESTLINE SCHOOL DISTRICT	
2 a	Funding Year: July 1,	2006 Through June 30: 2007	Billed Entity Number: 129736
4 a	Street Address, P.O. Box, or Routing Number	511 SOUTH THOMAN STREET	
	City	CRESTLINE	
	State	OH	Zip Code 44827 0350
5 a	Type of Application	<input type="checkbox"/> Individual School (individual public or non-public school) <input checked="" type="checkbox"/> School District (LEA: public or non-public [e.g. diocesan] local district representing multiple schools) <input type="checkbox"/> Library (including library system, library outlet/branch or library consortium as defined under LSTA) <input type="checkbox"/> Consortium <input type="checkbox"/> Check here if any members of this consortium are ineligible or non-governmental entities	
6	Contact Person's Name	Dave Woodard	

First, if the Contact Person's Street Address is the same as in Item 4, check this box. ☒ If not, please complete the entries for the Street A

b	Street Address, P.O. Box, or Routing Number	511 SOUTH THOMAN STREET	
	City	CRESTLINE	
	State	OH	Zip Code 44827 0350

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FCC Form 471 - Nov

Entity Number 129736	Applicant's Form Identifier 0607471
Contact Person Dave Woodard	Phone Number 419-683-3647

This information will facilitate the processing of your applications. Please complete all rows that apply to services for which you are requesting discount information on the **FIRST Form 471** you file, to encompass this and all other Forms 471 you will file for this funding year. You need not complete this information on subsequent Forms 471. Provide your best estimates for the services ordered across ALL of your Forms 471.

Schools/school districts complete Item 7. Libraries complete Item 8. Consortia complete Item 7 and/or Item 8.

Block 2: Impact of Services Ordered on Schools

IF THIS APPLICATION INCLUDES SCHOOLS...		BEFORE ORDER	A
7a	Number of students to be served		
b	Telephone service: Number of classrooms with phone service	10	
c	Dial-up Internet access: Number of connections (up to 56kbps)	0	
d	Direct broadband services: Number of buildings served at the following speeds:		
	Less than 10 mbps	0	
	Between 10 mbps and 200 mbps	0	
	Greater than 200 mbps	4	
e	Direct connections to the Internet: Number of drops	1	
f	Number of classrooms with Internet access	85	
g	Number of computers or other devices with Internet access	275	

Block 3: Impact of Services Ordered on Libraries

NOT APPLICABLE AS THIS APPLICATION IS FOR DISTRICT

Worksheet A No: 803866

Student Count: 824

Weighted Product (Sum. Column 8): 567.7

Shared Discount: 6

1. School Name: CRESTLINE HIGH SCHOOL

2. Entity Number: 49191 NCES: 39 10008 02181

3. Rural/Urban: Urban

4. Student Count: 305

5. NSLP Students: 96

6. NSLP Students/Students: 31.475%

7. Discount: 50%

8. Weighted Product: 152.5

9. Pre-K/Adult Ed/Juv:

10. Alt Disc Mech:

1. School Name: CRESTLINE NORTH ELEMENTARY SCH

2. Entity Number: 49187 NCES: 39 10008 04482

3. Rural/Urban: Urban

4. Student Count: 318

5. NSLP Students: 165

6. NSLP Students/Students: 51.886%

7. Discount: 80%

8. Weighted Product: 254.4

9. Pre-K/Adult Ed/Juv:

10. Alt Disc Mech:

1. School Name: SOUTHEAST ELEMENTARY SCHOOL

2. Entity Number: 49190 NCES: 39 10008 02184

3. Rural/Urban: Urban

4. Student Count: 201 5. NSLP Students: 125 6. NSLP Students/Students: 62.189%
 7. Discount: 80% 8. Weighted Product: 160.8
 9. Pre-K/Adult Ed/Juv: 10. Alt Disc Mech:

Block 5: Discount Funding Request(s)

FRN: 1465260 FCDL Date:	
10. Original FRN:	
11. Category of Service: Internet Access	12. 470 Application Number: 428360000579257
13. SPIN: 143024593	14. Service Provider Name: North Central Ohio Computer Cooperative
15a. Non-Contracted tariffed/Month to Month Service:	15b. Contract Number: CRESTL.7.1.06
15c. Covered under State Master Contract:	15d. FRN from Previous Year:
16a. Billing Account Number:	16b. Multiple Billing Account Numbers?:
17. Allowable Contract Date: 02/14/2006	18. Contract Award Date: 02/13/2006
19a. Service Start Date: 07/01/2006	19b. Service End Date:
20. Contract Expiration Date: 06/30/2007	
21. Attachment #: B	22. Block 4 Worksheet No.: 803866
23a. Monthly Charges: \$2,242.66	23b. Ineligible monthly amt.: \$0.00
23c. Eligible monthly amt.: \$2,242.66	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible recurring charges (23c x 23d): \$26,911.92	
23f. Annual non-recurring (one-time) charges: 0	23g. Ineligible non-recurring amt.: 0
23h. Annual pre-discount amount for eligible non-recurring charges (23f - 23g): \$0.00	
23i. Total program year pre-discount amount (23e + 23h): \$26,911.92	
23j. % discount (from Block 4): 69	
23k. Funding Commitment Request (23i x 23j): \$18,569.22	

FRN: 1465375 FCDL Date:	
10. Original FRN:	
11. Category of Service: Telecommunications Service	12. 470 Application Number: 428360000579257
13. SPIN: 143005695	14. Service Provider Name: Sprint Communications Co. L.P.
15a. Non-Contracted tariffed/Month to Month Service:	15b. Contract Number: MTM
15c. Covered under State Master Contract:	15d. FRN from Previous Year:
16a. Billing Account Number:	16b. Multiple Billing Account Numbers?:
17. Allowable Contract Date: 02/14/2006	18. Contract Award Date:
19a. Service Start Date: 07/01/2006	19b. Service End Date: 06/30/2007
20. Contract Expiration Date:	
21. Attachment #:	22. Block 4 Worksheet No.: 803866
23a. Monthly Charges: \$176.22	23b. Ineligible monthly amt.: \$0.00
23c. Eligible monthly amt.: \$176.22	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible recurring charges (23c x 23d): \$2,114.64	
23f. Annual non-recurring (one-time) charges: 0	23g. Ineligible non-recurring amt.: 0
23h. Annual pre-discount amount for eligible non-recurring charges (23f - 23g): \$0.00	
23i. Total program year pre-discount amount (23e + 23h): \$2,114.64	

23j. % discount (from Block 4): 69

23k. Funding Commitment Request (23i x 23j): \$1,459.10

FRN: 1465582 FCDL Date:	
10. Original FRN:	
11. Category of Service: Telecommunications Service	12. 470 Application Number: 428360000579257
13. SPIN: 143004791	14. Service Provider Name: Verizon North Inc.
15a. Non-Contracted tariffed/Month to Month Service:	15b. Contract Number: MTM
15c. Covered under State Master Contract:	15d. FRN from Previous Year:
16a. Billing Account Number: 4196833647	16b. Multiple Billing Account Numbers?:
17. Allowable Contract Date: 02/14/2006	18. Contract Award Date:
19a. Service Start Date: 07/01/2006	19b. Service End Date: 06/30/2007
20. Contract Expiration Date:	
21. Attachment #: D	22. Block 4 Worksheet No.: 803866
23a. Monthly Charges: \$635.94	23b. Ineligible monthly amt.: \$0.00
23c. Eligible monthly amt.: \$635.94	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible recurring charges (23c x 23d): \$7,631.28	
23f. Annual non-recurring (one-time) charges: 0 23g. Ineligible non-recurring amt.: 0	
23h. Annual pre-discount amount for eligible non-recurring charges (23f - 23g): \$0.00	
23i. Total program year pre-discount amount (23e + 23h): \$7,631.28	
23j. % discount (from Block 4): 69	
23k. Funding Commitment Request (23i x 23j): \$5,265.58	

FRN: 1465694 FCDL Date:	
10. Original FRN:	
11. Category of Service: Telecommunications Service	12. 470 Application Number: 428360000579257
13. SPIN: 143004791	14. Service Provider Name: Verizon North Inc.
15a. Non-Contracted tariffed/Month to Month Service:	15b. Contract Number: MTM
15c. Covered under State Master Contract:	15d. FRN from Previous Year:
16a. Billing Account Number: 4196834520	16b. Multiple Billing Account Numbers?:
17. Allowable Contract Date: 02/14/2006	18. Contract Award Date:
19a. Service Start Date: 07/01/2006	19b. Service End Date: 06/30/2007
20. Contract Expiration Date:	
21. Attachment #: E	22. Block 4 Worksheet No.: 803866
23a. Monthly Charges: \$343.58	23b. Ineligible monthly amt.: \$0.00
23c. Eligible monthly amt.: \$343.58	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible recurring charges (23c x 23d): \$4,122.96	
23f. Annual non-recurring (one-time) charges: 0 23g. Ineligible non-recurring amt.: 0	
23h. Annual pre-discount amount for eligible non-recurring charges (23f - 23g): \$0.00	
23i. Total program year pre-discount amount (23e + 23h): \$4,122.96	
23j. % discount (from Block 4): 69	
23k. Funding Commitment Request (23i x 23j): \$2,844.84	

FRN: 1466012 FCDL Date:	
10. Original FRN:	
11. Category of Service: Telecommunications	12. 470 Application Number: 428360000579257

Service	
13. SPIN: 143000677	14. Service Provider Name: Verizon Wireless
15a. Non-Contracted tariffed/Month to Month Service:	15b. Contract Number: CRESTL.7.15.05
15c. Covered under State Master Contract:	15d. FRN from Previous Year:
16a. Billing Account Number: 602613090	16b. Multiple Billing Account Numbers?:
17. Allowable Contract Date: 02/14/2006	18. Contract Award Date: 07/13/2005
19a. Service Start Date: 07/01/2006	19b. Service End Date:
20. Contract Expiration Date: 07/12/2007	
21. Attachment #: F	22. Block 4 Worksheet No.: 803866
23a. Monthly Charges: \$250.00	23b. Ineligible monthly amt.: \$0.00
23c. Eligible monthly amt.: \$250.00	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible recurring charges (23c x 23d): \$3,000.00	
23f. Annual non-recurring (one-time) charges: 0	
23g. Ineligible non-recurring amt.: 0	
23h. Annual pre-discount amount for eligible non-recurring charges (23f - 23g): \$0.00	
23i. Total program year pre-discount amount (23e + 23h): \$3,000.00	
23j. % discount (from Block 4): 69	
23k. Funding Commitment Request (23i x 23j): \$2,070.00	

Block 6: Certifications and Signature

Application ID:528447

Do not write in this area.

Entity Number	129736	Applicant's Form Identifier	0607471
Contact Person	Dave Woodard	Phone Number	419-683-3647

Block 6: Certifications and Signature

24. ☒ I certify that the entities listed in Block 4 of this application are eligible for support because they are: (check one or both)
- a. ☒ schools under the statutory definitions of elementary and secondary schools found in the **No Child Left Behind Act of 2001, 20 U.S.C. Secs. 7801(18) and (38)**, that do not operate as for-profit businesses, and do not have endowments exceeding \$50 million; and/or
 - b. ☐ libraries or library consortia eligible for assistance from a State library administrative agency under the Library Services and Technology Act of 1996 that do not operate as for-profit businesses and whose budgets are completely separate from any schools including, but not limited to elementary, secondary schools, colleges, or universities
25. ☒ I certify that the entity I represent or the entities listed on this application have secured access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity, necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that the entities I represent or the entities listed in this application have secured access to all of the resources to pay the discounted charges for eligible services from funds to which access has been secured in the current funding year. I certify that the Billed Entity will pay the non-discount portion of the cost of the goods and services to the service provider(s).

a.	Total funding year pre-discount amount on this Form 471 (Add the entities from Item 23l on all Block 5 Discount Funding Requests.)	\$39,173.76
b.	Total funding commitment request amount on this Form 471 (Add the entities from Items 23K on all Block 5 Discount Funding Requests.)	\$27,029.89
c.	Total applicant non-discount share (Subtract Item 25b from Item 25a.)	\$12,143.87
d.	Total budgeted amount allocated to resources not eligible for E-rate support	\$0.00
e.	Total amount necessary for the applicant to pay the non-discount share of the services requested on this application AND to secure access to the resources necessary to make effective use of the discounts. (Add Items 25c and 25d.)	\$12,143.87
f.	<input type="checkbox"/> Check this box if you are receiving any of the funds in Item 25e directly from a service provider listed on any Forms 471 filed by this Billed Entity for this funding year, or if a service provider listed on any of the Forms 471 filed by this Billed Entity for this funding year assisted you in locating funds in Items 25e.	

26. ☒ I certify that all of the schools and libraries or library consortia listed in Block 4 of this application are covered by technology plans that are written, that cover all 12 months of the funding year, and that have been or will be approved by a state or other authorized body, and an SLD-certified technology plan approver, prior to the commencement of service. The plans are written at the following level(s):

- a. ☒ an individual technology plan for using the services requested in this application; and/or
- b. ☐ higher-level technology plan(s) for using the services requested in this application; or
- c. ☐ no technology plan needed; applying for basic local, cellular, PCS, and/or long distance telephone service and/or voice mail only.

27. ☒ I certify that I posted my Form 470 and (if applicable) made my RFP available for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted were carefully considered and the most cost-effective service offering was selected, with price being the primary factor considered, and is the most cost-effective means of meeting educational needs and technology plan goals.



28. ☒ I certify that the entity responsible for selecting the service provider(s) has reviewed all applicable FCC, state, and local procurement/competitive bidding requirements and that the entity or entities listed on this application have complied with them.

29. ☒ I certify that the services the applicant purchases at discounts provided by 47 U.S.C. Sec. 254 will be used solely for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. Sec. 54.500(k). Additionally, I certify that the Billed Entity has not received anything of value or a promise of anything of value, other than services and equipment requested under this form, from the service provider(s) or any representative or agent thereof or any consultant in connection with this request for services.

30. ☒ I certify that I and the entity(ies) I represent have complied with all program rules and I acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. There are signed contracts covering all of the services listed on this Form 471 except for those services provided under non-contracted tariffed or month-to-month arrangements. I acknowledge that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.

31. ☒ I acknowledge that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the service, receive an appropriate share of benefits from those services.

32. ☒ I certify that I will retain required documents for a period of at least five years after the last day of service delivered. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts, and that if audited, I will make such records available to the Administrator. I acknowledge

that I may be audited pursuant to participation in the schools and libraries program.

33. ☒ I certify that I am authorized to order telecommunications and other supported services for the eligible entity (ies) listed on this application. I certify that I am authorized to submit this request on behalf of the eligible entity (ies) listed on this application, that I have examined this request, that all of the information on this form is true and correct to the best of my knowledge, that the entities that are receiving discounts pursuant to this application have complied with the terms, conditions and purposes of this program, that no kickbacks were paid to anyone and that false statements on this form can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. Secs. 502, 503(b), or fine or imprisonment under the Title 18 of the United States Code, 18 U.S.C. Sec. 1001 and civil violations of the False Claims Act.
34. ☒ I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program. I will institute reasonable measures to be informed, and will notify USAC should I be informed or become aware that I or any of the entities listed on this application, or any person associated in any way with my entity and/or entities listed on this application, is convicted of a criminal violation or held civilly liable for acts arising from their participation in the schools and libraries support mechanism.
35. ☒ I certify that if any of the Funding Requests on this Form 471 are for discounts for products or services that contain both eligible and ineligible components, that I have allocated the cost of the contract to eligible and ineligible companies as required by the Commission's rules at 47 C.F.R. Sec. 54.504(g)(1),(2).
36. ☒ I certify that this funding request does not constitute a request for internal connections services, except basic maintenance services, in violation of the Commission requirement that eligible entities are not eligible for such support more than twice every five funding years beginning with Funding Year 2005 as required by the Commission's rules at 47 C.F.R. Sec. 54.506(c).
37. ☒ I certify that the non-discounted portion of the costs for eligible services will not be paid by the service provider. The pre-discount costs of eligible services features on this Form 471 are net of any rebates or discounts offered by the service provider. I acknowledge that, for the purpose of this rule, the provision, by the provider of a supported service, of free services or products unrelated to the supported service or product constitutes a rebate of some or all of the cost of the supported services.

38. Signature of authorized person

39. Signature Date 2/15/06

The Americans with Disabilities Act, the Individuals with Disabilities Education Act and the Rehabilitation Act may impose obligations on entities to make the services purchased with these discounts accessible to and usable by people with disabilities.

NOTICE: Section 54.504 of the Federal Communications Commission's rules requires all schools and libraries ordering services that are eligible for and seeking universal service discounts to file this Services Ordered and Certification Form (FCC Form 471) with the Universal Service Administrator. 47 C.F.R. § 54.504. The collection of information stems from the Commission's authority under Section 254 of the Communications Act of 1934, as amended. 47 U.S.C. § 254. The data in the report will be used to ensure that schools and libraries comply with the competitive bidding requirement contained in 47 C.F.R. § 54.504. All schools and libraries planning to order services eligible for universal service discounts must file this form themselves or as part of a consortium.

An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

The FCC is authorized under the Communications Act of 1934, as amended, to collect the information we request in this form. We will use the information you provide to determine whether approving this application is in the public interest. If we believe there may be a violation or a potential violation of any applicable statute, regulation, rule or order, your application may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing the statute, rule, regulation or order. In certain cases, the information in your application may be disclosed to the Department of Justice or a court or adjudicative body when (a) the FCC; or (b) any employee of the FCC; or (c) the United States Government is a party of a proceeding before the body or has an interest in the proceeding. In addition, consistent with the Communications Act of 1934, FCC regulations and orders, the Freedom of Information Act, 5 U.S.C. § 552, or other applicable law, information provided in or submitted with this form or in response to subsequent inquiries may be disclosed to the public.

If you owe a past due debt to the Federal government, the information you provide may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies and/or your employer to offset your salary, IRS tax refund or other payments to collect that debt. The FCC may also provide the information to these agencies through the matching of computer records when authorized.

If you do not provide the information we request on the form, the FCC may delay processing of your application or may return your application without action.

The foregoing Notice is required by the Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 44 U.S.C. § 3501, et seq.

Public reporting burden for this collection of information is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing, and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the reporting burden to the Federal Communications Commission, Performance Evaluation and Records Management, Washington, DC 20554.

Please submit this form to:

**SLD-Form 471
P.O. Box 7026
Lawrence, Kansas 66044-7026**

**For express delivery services or U.S. Postal Service, Return Receipt Requested,
mail this form to:**

**SLD Forms
ATTN: SLD Form 471
3833 Greenway Drive
Lawrence, Kansas 66046
(888) 203-8100**

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Marlene H. Dortch, Secretary
Federal Communications Commission
Office of the Secretary
9300 East Hampton Drive
Capitol Heights, MD 20743
(8AM - 5:30 PM ET)